

ORDINANCE NO. \_\_\_\_\_

1 AN ORDINANCE ESTABLISHING INITIAL PERMANENT ZONING FOR THE  
2 PROPERTY LOCATED AT 10001 SOUTH IH-35 AND CHANGING THE ZONING  
3 MAP FROM INTERIM RURAL RESIDENCE (I-RR) DISTRICT TO  
4 COMMUNITY COMMERCIAL-CONDITIONAL OVERLAY (GR-CO)  
5 COMBINING DISTRICT.

6  
7 BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

8  
9 PART 1. The zoning map established by Section 25-2-191 of the City Code is amended to  
10 change the base district from interim rural residence (I-RR) district to community  
11 commercial-conditional overlay (GR-CO) combining district on the property described in  
12 Zoning Case No. C14-04-0104, on file at the Neighborhood Planning and Zoning  
13 Department, as follows:

14  
15 Lot 19, Block A, Parkside at Slaughter Creek Section 1 Subdivision, a subdivision  
16 in the City of Austin, Travis County, Texas, according to the map or plat of record  
17 in Document No. 200300099, of the Official Public Records of Travis County,  
18 Texas, (the "Property")

19  
20 locally known as 10001 South IH-35, in the City of Austin, Travis County, Texas, and  
21 generally identified in the map attached as Exhibit "A".

22  
23 PART 2. The Property within the boundaries of the conditional overlay combining district  
24 established by this ordinance is subject to the following conditions:

25  
26 The following uses are prohibited uses of the Property:

- |    |                               |  |
|----|-------------------------------|--|
| 27 | Automotive rentals            | Automotive repair services             |
| 28 | Automotive sales              | Automotive washing (of any type)       |
| 29 | Commercial off-street parking | Drop-off recycling collection facility |
| 30 | Exterminating services        | Hotel-motel                            |
| 31 | Off-site accessory parking    | Outdoor entertainment                  |
| 32 | Outdoor sports and recreation | Pawn shop services                     |
| 33 | Service station               | Congregate living                      |
| 34 | Residential treatment         |  |





RESTRICTIVE COVENANT

OWNER: Lumbermen's Investment Corporation, Inc., a Delaware corporation  
ADDRESS: 1300 South MoPac Expressway, Austin, Texas 78746  
CONSIDERATION: Ten and No/100 Dollars (\$10.00) and other good and valuable consideration paid by the City of Austin to the Owner, the receipt and sufficiency of which is acknowledged.  
PROPERTY: Lot 1, Block A, Parkside at Slaughter Creek Section 1 Subdivision, a subdivision in the City of Austin, Travis County, according to the map or plat of record in Document No. 200300099, Official Public Records of Travis County, Texas.

WHEREAS, the Owner of the Property and the City of Austin have agreed that the Property should be impressed with certain covenants and restrictions;

NOW, THEREFORE, it is declared that the Owner of the Property, for the consideration, shall hold, sell and convey the Property, subject to the following covenants and restrictions impressed upon the Property by this restrictive covenant. These covenants and restrictions shall run with the land, and shall be binding on the Owner of the Property, its heirs, successors, and assigns.

1. A site plan or building permit for the Property may not be approved, released, or issued, if the completed development or uses of the Property, considered cumulatively with all existing or previously authorized development and uses, generate traffic that exceeds the total traffic generation for the Property as specified in that certain Traffic Impact Analysis ("TIA") prepared by WHM Transportation Engineering Consultants, Inc., dated April 2004, or as amended and approved by the Director of the Watershed Protection and development Review Department. All development on the Property is subject to the recommendations contained in the memorandum from the Transportation Review Section of the Watershed Protection and Development Review Department, dated September 29, 2004. The TIA shall be kept on file at the Watershed Protection and Development Review Department.
2. If any person or entity shall violate or attempt to violate this agreement and covenant, it shall be lawful for the City of Austin to prosecute proceedings at law or in equity against such person or entity violating or attempting to violate such agreement or covenant, to prevent the person or entity from such actions, and to collect damages for such actions.
3. If any part of this agreement or covenant is declared invalid, by judgment or court order, the same shall in no way affect any of the other provisions of this agreement, and such remaining portion of this agreement shall remain in full effect.
4. If at any time the City of Austin fails to enforce this agreement, whether or not any violations of it are known, such failure shall not constitute a waiver or estoppel of the right to enforce it.

5. This agreement may be modified, amended, or terminated only by joint action of both (a) a majority of the members of the City Council of the City of Austin, and (b) by the owner(s) of the Property subject to the modification, amendment or termination at the time of such modification, amendment or termination.

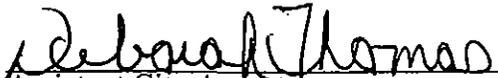
EXECUTED this the \_\_\_\_\_ day of \_\_\_\_\_, 2004.

**OWNER:**

Lumbermen's Investment Corporation,  
a Delaware corporation

By: \_\_\_\_\_  
Robert M. Mann,  
Senior Vice-President

APPROVED AS TO FORM:

  
Assistant City Attorney  
City of Austin

**THE STATE OF TEXAS §**

**COUNTY OF TRAVIS §**

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2004, by Robert M. Mann, Senior Vice-President of Lumbermen's Investment Corporation, a Delaware corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public, State of Texas

**After Recording, Please Return to:**  
City of Austin  
Department of Law  
P. O. Box 1088  
Austin, Texas 78767  
Attention: Diana Minter, Legal Assistant